

EXHIBIT D



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August 23, 2018

VIA CERTIFIED RETURN
RECEIPT REQUESTED AND
FIRST CLASS MAIL

Coastal Transport Company, Inc.
Legal Department
1503 Ackerman Road
San Antonio, TX 78219

Re: Indemnification Notice Pursuant to the Master Motor Carrier Services Agreement between ConocoPhillips Company and Coastal Transports Company, Inc.

Notice Under Master Motor Services Agreement ("MMCSA")

To Whom It May Concern:

On March 9, 2018, ConocoPhillips Company ("ConocoPhillips") was served in a case styled *Mary Major, individually, and as the representative of The Estate of Elwyn Webb; Joshua Webb v. SFPP, L.P.* ("Major"); in the Superior Court of Arizona, Maricopa County, Case No. CV-2018-003217. Mrs. Major alleges that Mr. Webb was exposed to benzene-containing gasoline while working as a truck driver for Coastal Transport Company ("Coastal") from 1985 - 2016 and claims that this exposure caused Mr. Webb to develop myelodysplastic syndrome. As you are aware, Phillips 66 Company ("Phillips 66") is the successor-in-interest to ConocoPhillips and as such has agreed to indemnify ConocoPhillips in the *Major* case.¹

Coastal entered numerous MMCSAs with ConocoPhillips and Phillips 66 over the years.² The MMCSAs contain indemnity obligations particularly relevant to the claims in the *Major* case:

10.02 Personnel and Property of Contractor. [ConocoPhillips] shall have no responsibility toward [Coastal] in respect of damage to or loss of [Coastal's] property or for injury to or death of [Coastal's] employees or invitees. [COASTAL] SHALL DEFEND, INDEMNIFY, AND HOLD [CONOCOPHILLIPS] HARMLESS from any and all Claims

¹ In March 2012, Coastal consented to the assignment of the MMSCA from ConocoPhillips to Phillips 66. See attached "Consent to Assignment".

² Phillips 66 has attached the 2005 MMSCA. However, our records indicate that Coastal entered other contracts with ConocoPhillips and Phillips 66 during in the exposure period alleged in the *Major* case. Phillips 66 request you provide copies of all additional contracts.

by any Person for damage to or loss of [Coastal's] property or for or on account of **injury to or death of [Coastal's] employees** or invitees.

Coastal is also obligated to procure and maintain insurance coverage with minimum limits and requirements that ConocoPhillips be named as an additional insured.

Phillips 66, as successor-in-interest to ConocoPhillips, formally tenders its defense to Coastal and its insurer(s) and underwriter(s), and demands that Coastal and its insurer(s) and underwriter(s) provide full, complete, and unconditional defense and indemnity the *Major* case. This tender is for each and every year for which Plaintiff alleges to have worked for Coastal and Coastal's predecessors-in-interest and subsidiaries and under which ConocoPhillips was covered by a contract. Because Phillips 66 does not have a comprehensive list of Coastal's insurers, Phillips 66 requests that you immediately forward this demand to each and every relevant insurer.

Phillips 66 requests that you and your insurer(s) and underwriter(s) respond to this formal demand within ten days of receipt. Phillips 66 has retained Brett Young with Norton Rose Fulbright to defend this matter and Phillips 66 has already incurred significant pre-trial costs. It is expected that these costs will substantially increase in the coming months. Coastal is responsible for paying all the fees and costs incurred by Phillips 66 in the defense of the *Major* case. Please do not hesitate to contact me or Brett Young with any questions concerning this tender.

Your prompt attention and response is appreciated.

Regards,



Matthew H. Oglesby
Senior Counsel

Enclosures: Plaintiffs' Complaint, 2005 Master Motor Carrier Services Agreement, and 2012 Consent to Assign

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Sent To Coastal Transport Company, Inc.
 Street, Apt. No., or PO Box No. 1503 Ackerman Road
 City, State, ZIP+4 San Antonio, TX 78219

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Coastal Transport Company, Inc. Legal Department 1503 Ackerman Road San Antonio, TX 78219</p>	<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>8-27-18</u></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: _____</p> <p><u>1603 Ackerman Rd</u></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number <u>7002 3150 0001 5945 1809</u> (Transfer from se)</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-Z-0985</p>	